

**IT IS THE VENDOR'S RESPONSIBILITY TO  
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS  
SPECIFICATION  
NO. 05-022**

The City of Lincoln and Lincoln Water Systems, intends to enter into a contract, and invites you to submit a sealed proposal for engineering design services for:

**WELL REPLACEMENT, ASHLAND WELLFIELD  
FOR THE LINCOLN WATER SYSTEM**

This invitation and request is in accordance with the City of Lincoln's Executive Order No.68026, dated August 6, 2003, for procurement of professional services. Copies of the Executive Order are available upon request by contacting the Project Coordinator. This RFP is informal and does not require advertisement.

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, January 26<sup>th</sup>, 2005** in the office of the Purchasing Agent, Suite 200, "K" Street Complex, located at 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened and only the names of the firms submitting will be read. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

Specifications may be down loaded off the Purchasing web page at:  
<http://ci.lincoln.ne.us/city/finance/purch/spec/2005/05-007.pdf>

Contacts regarding the development of a proposal shall be made only with the Project Manager, Mr. John Miriovsky, Supr. Of Water Production, Lincoln Water System, (402) 441-5932. Any follow-up conversations with the City project team will be directed by the Coordinator, if appropriate.

Submitter should take caution if U.S. mail or mail delivery services are used for the submission of Proposal. Mailing should be made in sufficient time for Proposal to arrive prior to the time and date specified above.

Please submit three (3) copies of your proposal.

## **1. Project Information**

**1.1 Purpose and Intent.** In general, the City intends to retain a professional engineering firm to perform normal and customary professional services for the engineering design, preparation of bid documents and construction phase services for the replacement of two wells in the Ashland Wellfield at Ashland, Nebraska

### **1.2 General Information and Background**

- 1.2.1 The City contracted with the Reynolds, Inc. to conduct hydrogeologic testing at three (3) sites.
- 1.2.2 Based on results of the test hole information, it is the City's intent to construct two replacement wells and equipment at 68-1 and 49-9 and to replace the pump at 86-2.
- 1.2.3 It is the City's intent to have a signed construction contract with construction to begin no later than July 15, 2005.

### **1.3 Available Information**

- 1.3.1 General.
  - 1.3.1.1 The following is a selected list of the most applicable documents that may be of use in the project.
  - 1.3.1.2 The information is available for review at the offices of the Lincoln Water System, 2021 North 27<sup>th</sup> Street, Lincoln, Nebraska.
  - 1.3.1.3 Copies may be furnished by contacting the Project Coordinator to review or obtain copies.
- 1.3.2 Applicable Documents - Water Treatment Facility
  - 1.3.2.1 Various As-Built and Record Drawing for the Wellfield Improvements, WFC.6MW2, Well Replacement, WFC.7WR2, and City Well Replacement Project 701024.
  - 1.3.2.2 Hydrogeologic Boring Report of Reynolds, Inc. and WFC.7WR1, Well Siting.

## **2. Required Services**

- 2.1 The following services shall apply whether the consultant is designing one or both wells.

### **2.2 General Design Requirements**

- 2.2.1 Initially meet with City project team to review the scope of required services, study criteria and expectations, obtain background information, and establish tentative schedule for completion.
- 2.2.2 Review existing data relative to the project, including previous investigations.
- 2.2.3 Conduct a site visit to confirm the exact location of the well(s).
- 2.2.4 Prepare a technical memorandum outlining the proposed scope of work to be included within the construction contract, recommendations on the well design and other project requirements, and preliminary estimates of project costs.
- 2.2.5 Attend a technical memorandum review meeting where the basis for the final design will be determined.
- 2.2.6 Prepare final plans and specifications and bidding documents and estimates of probable cost.
- 2.2.7 Submit plans and specifications to the appropriate review agencies for comments and distribute contract documents to potential bidders.
- 2.2.8 Respond to technical questions from suppliers and potential bidders during the advertising phase of the project.
- 2.2.9 Conduct a Pre-Bid Meeting to familiarize the potential bidders with the site issues, project requirements and other issues prior to the bidding.
- 2.2.10 Review the bids and prepare a written recommendation on the award of contract.

### **2.3 Construction Phase Services**

- 2.3.1 Conduct a pre-construction meeting with the Contractor, City Staff, and other appropriate entities to discuss schedules, construction procedures, and coordination efforts.
- 2.3.2 Review Contractor shop drawings and submittals and furnish a copy to the City.
- 2.3.3 Prepare any required Contract Change Orders.
- 2.3.4 Conduct regularly scheduled monthly progress meetings, review progress reports, review payment requests, and other administrative tasks.
- 2.3.5 Provide part-time construction observation (approximately 4 hours per day), coordinate and perform the final inspection, issue the certificate of substantial completion and other final project close-out items.
- 2.3.6 Assemble the project records, well registrations with Department of Water Resources, shop drawings and other submittals and present to the City.

### **3. City's Responsibilities**

- 3.1 Designate project representative and City project team to coordinate work activities of City project team, Consultant, and other affected parties.
- 3.2 Property, boundary, easement, right-of-way, and utility surveys and property descriptions when such information is required.
- 3.3 All exploratory work, such as core borings, penetration tests, soundings, and subsurface explorations; and laboratory test and analyses.
- 3.4 All maps, drawings, records, audits, annual reports, and other data that are available in the files of the City and which may be useful in the work involved under this contract.
- 3.5 Access to public and private property, as necessary, when required in conduct of field investigations.
- 3.6 Office desk space for the Engineer's personnel during preliminary investigations.
- 3.7 Shop, mill, or laboratory inspection of materials, or laboratory testing service.

3.7.1 The Engineer will review the reports furnished by such laboratories.

3.8 Make all policy and budgetary decisions so as to allow timely completion of the work.

#### **4. Tentative Project Schedule**

Notice to proceed	March 21, 2005
Initial Meeting	March 21, 2005
Begin Field Inspections and Technical Specifications	Consultant Provide*
Technical Memorandum and 30% Review Meeting	Consultant Provide*
Technical Specifications Meeting and 60% Review	Consultant Provide*
Submit to Nebraska Department of Health	Consultant Provide*
Final Documents prepared and Delivered and 90% Review	Consultant Provide*
City to Receive Bids on Project	Consultant Provide*
Contractor Notice of Award	Consultant Provide*
Contractor Notice to Proceed	Consultant Provide*

\*Consultant shall provide tentative dates for completion to allow sufficient time for the City to implement and meet the dates as previously stated in this RFP.

#### **5. Proposal Contents**

- 5.1 Describe and outline the **Firm's Approach** for performing the work required by this project. Include implementation plan describing project phases, key work elements to meet critical project dates, and a recommended schedule of meetings to provide for timely input by City project team.
- 5.2 Outline the **Proposed Project Schedule** to meet the proposed tentative project schedule and rates previously outlined in the RFP shall be included. Provisions for meaningful input from City project team during the initial project review are essential and shall be addressed.
- 5.3 Delineate the **Project Team and Organization**

- 5.3.1 Include names of key individuals to be assigned to, and work directly on, the project.
- 5.3.2 Describe specific areas and limits of responsibilities for each of the team members and any proposed sub-consultants to be utilized.
- 5.3.3 Include a project team organizational chart showing lines of responsibility and extent of involvement for sub-consultants. Include resumes for project team members, key individuals, and sub-consultants.
- 5.4 Describe the **Ability of the Firm to Meet the Intent of Required Services** outlined in this RFP, including:
  - 5.4.1 Time availability of team members to meet the tentative project schedule.
  - 5.4.2 Quality Assurance and Quality Control (QA/QC) review procedures to be utilized on this project.
  - 5.4.3 Cost estimating and cost control procedures used by the firm on similar projects.
  - 5.4.4 A statement of general qualifications and background experience of the firm and project team members including sub-consultants in this type of project and work. A comparison to similar projects of similar size and capacity.
  - 5.4.5 Listing of types of anticipated assistance that may be required from the City project team or other City agencies.
  - 5.4.6 Brief list of contacts of former clients (to include contact person, title, and telephone number) for which your firm was engaged with the past five (5) years to perform similar services as described herein.
- 5.5 **NOTE:** Proposals will be reviewed and evaluated by the Department of Public Works and Utilities, Lincoln Water System and ranked (e.g.: 1,2,3) in accordance with the selection process and procedure.

## **6. Evaluation Criteria**

- 6.1 Understanding of the requirements of this project.
- 6.2 Relevance and suitability of the project approach and schedule to meet the needs of the City.

- 6.3 Qualifications and expertise of the key personnel to be assigned to this project.
- 6.4 Background experience of the firm and the project team as it directly relates to this project.
- 6.5 Record of past performance on similar projects.
- 6.6 Comments and opinions provided by references.
- 6.7 Quality and cost control procedures to be used on this project. Identify personnel responsible for these controls.
- 6.8 Resources of the firm to conduct and complete this project in a satisfactory manner. Factors to be considered include: current work load (including current work with the City), proposed schedule for completion, and ability and willingness to commit the key personnel.
- 6.9 Clarity, conciseness, and organization of proposal.

## **7. Submittal Procedures**

- 7.1 Submit three (3) copies of your proposal to the City Purchasing Agent at the address **no later than** the date specified in the cover letter notice for this proposal.

## **8. Contacts**

- 8.1 Contact regarding the development of a proposal shall be made only with the Project Coordinator, Mr. John Miriovsky, Supr. Of Water Production, Lincoln Water System, (402) 441-5932.
- 8.2 Any follow-up conversations with City staff will be directed by the Chair, if appropriate.
- 8.3 Any addenda answering questions or providing clarifications will be sent out by the Project Coordinator.

# INSTRUCTIONS TO PROPOSERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### 1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

### 2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

### 3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

### 4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
  - 4.3.1 That all date recognition and processing by the software / firmware / hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 4.3.2 That all date sorting by the software/

firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software / firmware / hardware/equipment/systems that does comply with this Specification and Agreement.

### 5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

### 6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

### 7. ADDENDA

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.



## **8. ANTI-LOBBYING PROVISION**

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **9. EVALUATION AND AWARD**

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
- 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
- 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

## **10. INDEMNIFICATION**

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by

any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **11. LAWS**

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

## **12. AWARD**

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
- 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
- 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

## **13. AFFIRMATIVE ACTION**

- 13.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

## **14. LIVING WAGE**

- 14.1 The proposers agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.